

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Group Art Unit No.: 3694

Stephen Schleicher

Examiner: Apple, Kirsten Sachwitz

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APPELLANT'S BRIEF—37 C.F.R. § 41.37

Sir:

Applicant-Appellant hereby submits appellant's brief on appeal pursuant to 37 C.F.R. § 41.37.

I. REAL PARTY IN INTEREST

The real party in interest is assignee, Amphire Solutions, Inc.

II. RELATED APPEALS AND INTERFERENCES

Appellant is unaware of related appeals or interferences.

III. STATUS OF CLAIMS

Claims 1-11 and 23-39 stand rejected under 35 U.S.C. § 102(e) as allegedly anticipated by U.S. Publication No. 2003/0014384 ("Ewald"). Each of Claims 1-11 and 23-39 has been rejected and is appealed.

IV. STATUS OF AMENDMENTS

An amendment that cancels Claims 12-22 and 40-56 is filed concurrently herewith. The cancellation of the claims does not affect the appealed claims.

V. SUMMARY OF CLAIMED SUBJECT MATTER

Independent Claim 1 generally provides a method for exchanging documents in transactions between partners that are joined in an exchange network where the partners communicating with each other via a hub entity. An agreement associated with each document type for each partner (e.g., 102a) that joins the exchange network (e.g., 200) is stored (e.g., 208 and 308). Each agreement defines one or more rules about the data format in which the respective partner sends and receives documents of the document type (e.g., page 10, lines 3-22, page 21, lines 9-11, and page 28, lines 3-6.) A document is placed in a file receive location a document from a first partner. The file receive location is password protected such that only a partner that provides a correct identity with any document it sends may place that document at the file receive location (e.g., page 28, lines 3-8.)

The hub entity (e.g., 200 and page 8, lines 15-20) performs steps as follows. The hub entity retrieves the document from the file receive location (e.g., page 22, lines 9-10,) validates the document against its respective agreement (e.g., page 22, line 10,) and transforms the document into a standard document format that is partner system platform neutral and that is a different data format than the format in which the document from the first partner was received (e.g., page 22, lines 10-11 and page 8, lines 11-15.) A key is assigned to the document for future references (e.g., page 23, lines 11-13.) The hub entity processes the document based on the agreement where the process including applying rules of the hub entity and rules of the first partner (e.g., page 8, lines 8-9 and page 9, lines 11-18.) Based on the corresponding agreement, the processed document (e.g., the standard document) is transformed from the standard format into an altered document format that is associated with a second partner (e.g., page 9, lines 18-21 and page 10, lines 14-19.) The altered document is sent to the second partner (e.g., mapping

facility is employed in the outbound direction, page 9, lines 18-21 and page 10, lines 14-19.) Further embodiments of the approach to Claim 1 are provided in FIG. 3, FIG. 4, FIGS. 5A and 5B, AND FIG. 6.

Using this approach avoids the mapping maintenance associated with direct mapping between systems that each create, store, and present documents in its native format each time a new partner joins the system (e.g., page 3, lines 1-5.) The approach also allows the process to be scalable and repeatable in that it enables other partners to join in the exchange network and make use of pre-existing mapping facilities for exchanging documents with existing partners.

Independent Claim 23 is similar to Claim 1, but recites a method for exchanging documents in a trade of goods transaction between partners that are joined in an exchange network of a hub entity where the partners are part of a supply chain and trade with each other via the hub entity (e.g., page 11, lines 8-11 and page 18, lines 16-19.) Thus, a purchase order document is sent to a seller via a document exchange at the hub entity (e.g., page 20, lines 3-9.) acknowledging receipt of the purchase order document to a buyer via the document exchange (e.g., page 20, lines 3-9) if the purchase order document includes an indication that acknowledgement is expected (e.g., page 24, lines 11-15.) Each of the documents sent or received via the document exchange is respectively transformed into and/or out of a standard format that is partner and system platform neutral and that is a different data format than the format in which the purchase order document was received and is processed based on an agreement that is partner specific and takes into account rules of the hub entity. Each agreement defines one or more rules about the format in which the specific partner sends and receives documents of the document type. Thus, the document exchange enables trading partners,

including the buyer and seller, to exchange documents without the need to consider each other's native formats.

VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

Whether Claims 1-11 and 23-39 are anticipated under 35 U.S.C. § 102(e) by Ewald U.S. Pat. Pub. No. 2003/0014384.

VII. ARGUMENT

A. Claims 1-11 And 23-39 are Patentable Because Ewald Describes Encapsulation and not Transformation

Claims 1-11 and 23-39 stand rejected under 35 U.S.C. § 102(e) as allegedly anticipated by Ewald U.S. Pat. Pub. No. 2003/0014384. The rejections should be reversed.

A rejection under §102 is traversed if the claims recite one or more features, elements, steps or limitations that are not found in the cited reference. Stated another way, the cited reference must teach or disclose each and every feature of the claims, arranged as in the claims. *See Connell v. Sears, Roebuck & Co.*, 722 F.2d 1542, 1548, 220 USPQ 193, 198 (Fed. Cir. 1983). The claims of the present application contain features not found in the reference, and therefore the rejection is overcome.

Ewald fails to provide the complete subject matter as recited in the claims. Claim 1 recites that the “performing steps, by the hub entity, including, based on the corresponding agreement, transforming the processed document from the standard format into an altered document format that is associated with a second partner and sending the altered document to the second partner.” Both independent claims 1 and 23 recite the quoted feature or a similar feature, and all the dependent claims depend, directly or indirectly, from an independent claim that includes the quoted feature or a similar feature.

1. “Transforming the Processed Document”

Ewald describes a document exchange system that discloses a technique for exchanging documents between a first and second party. However, Ewald’s technique includes receiving a semi-structured document to be posted by a first party and access control information from the first party relating to the document (e.g., facilitated by the write dispatcher 32, paragraph [0039].) The technique includes merging the semi-structured document and the access control information into a “capsule” in the form of second semi-structured document using a capsule creator 40, paragraph [0039], and storing the capsule in a capsule database 42. A query is then received from a second party, along with identification information, by a read dispatcher, paragraph [0040]. The capsule database is searched to find all capsules which match the query and in which the identification information matches the access control information (e.g., query creator 58, paragraph [0040].) For each capsule found, **the original document** is extracted from the capsule and provided to the second party (e.g., by capsule extractor 64, paragraph [0041].) (See also paragraph [0019].) Thus, the “capsule” provides a form of packaging, **but does not involve transformation of the document’s format, as claimed.**

In addition, Ewald recites (in paragraph [0015]) that that, “It is further object of this invention to provide such a document exchange system which is independent of content and format and thus more universal in design.” By “independent of content and format,” Ewald means that the content and format of a document **are ignored** or **are unimportant**—but no transformation occurs. Ewald’s technique includes receiving an original document from a first party and storing the original document, merged with other information, such as access control information, into a capsule in a capsule database. Thereafter a second party can be forwarded **the original document** because the capsule database is searched, the capsule representing the

original document is identified, and **the original document is extracted** and forwarded to the second party.

Thus, Ewald discloses that its system is independent of content and format only because Ewald does not impose requirements on the format of the original document. The first party and the second party are inherently configured to send and receive, respectively, the original document in the **same format. Ewald describes encapsulating documents, not transforming documents.**

Further, in describing an example, Ewald states in paragraph [0016] that “such a system is content neutral in that the documents available to be searched can be in any format” For Ewald, the document to be searched can be in any format because a query for the document is sent to the capsule database to determine and retrieve all capsules that correspond to matched index entries for the query (paragraph [0040].) Because queries search the capsule database, the format of the underlying document is unimportant, and does not require transformation. The document can be sent and received in the same format because the encapsulation approach of Ewald does not require document transformation. For this reason, **Ewald teaches away** from the claimed approach.

The lack of transformation in Ewald is crystal clear in paragraph [0044], in which Ewald states discloses that “finally, capsule extractor 64, FIG. 2 extracts from all the retrieved capsules **the original posted documents which are then forwarded to the battery supplier.**”

(Emphasis added.) The battery supplier receives the original posted document. Similarly, in describing a capsule extractor in paragraph [0052], Ewald states that “[c]apsule extractor 64, FIG. 2 extracts from the retrieved capsules, **the posted documents** requested by the second party. The code for this capsule extractor with those portions which **strip everything but the**

posted documents to be sent to the second party is attached hereto as appendix IX.” The described functionality of the capsule extractor strips everything but the posted documents to be sent to the second party.

For all these reasons, Ewald describes an encapsulation approach utterly different from the claimed transformation process, and nothing in Ewald remotely describes or suggests the claimed feature of “based on the corresponding agreement, transforming the processed document from the standard format into an altered document format that is associated with a second partner and sending the altered document to the second partner.”

2. “Based on a Corresponding Agreement”

Ewald also does not describe or suggest “transforming the processed document from the standard format into an altered document format that is associated with a second partner **based on the corresponding agreement.**” (Emphasis added.) The corresponding agreement is expressly recited in Claim 1 to be “associated with each document type for each partner that joins the exchange network” and to define “one or more rules about the data format in which the respective partner sends and receives documents of the document type.” Ewald does not and cannot disclose the quoted feature because Ewald is not concerned with the format of the document type. Ewald is not concerned with the format of the document type because Ewald’s technique employs a capsule creator, a capsule database, and a capsule extractor rather than rules defining data formats that sending and receiving partners use. Indeed, the encapsulation approach of Ewald makes such rules totally unnecessary.

3. “An Altered Document Format”

Ewald fails to disclose or suggest “transforming the processed document from the standard format into an altered document format that is associated with a second partner.” Ewald

does not disclose transforming the processed document into an altered document format that is associated with a second partner, because Ewald is not concerned with the document format that is associated with a second partner. Ewald is not concerned with the document format that is associated with a second partner because Ewald's technique employs a capsule creator, a capsule database, and a capsule extractor and does not need to be concerned with "transforming the processed document from the standard format into an altered document format that is associated with a second partner." The encapsulation approach of Ewald makes using an altered document format completely unimportant; in fact, Ewald **teaches away** from using an altered document format by encapsulating documents in their original format.

4. "Sending the Altered Document"

Ewald does not disclose or suggest "sending the altered document to the second partner." As stated above, Ewald does not have "altered documents" at all. Even if Ewald did describe an "altered document," Ewald does not describe sending such a document to the second partner. As noted above, Ewald only discloses forwarding **the original document** to the second party. An original, unaltered document is not the same as the claimed altered document. The original document is not the same as the claimed altered document because in the claimed technique, the altered document is in a format that is associated with a second partner. Ewald is not concerned with the format of the second partner because Ewald sends the originally posted document to the second partner after processing using encapsulation.

At page 3, the Final Office Action contends that "Mapping document into altered format and sending to second partner based on agreement (see Ewald, Paragraph 15, 'independent of content and format' – it is inherent it would need to map as necessary different formats to make it 'independent') ..." This is incorrect. Ewald's system is "independent of content and format"

because the system works with **documents in their original format**. There is no inherent need to map different formats.

Moreover, the Office Action **provides no evidence** to support the argument of inherency. To establish inherency, extrinsic evidence “must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill.” *Continental Can Co. v. Monsanto Co.*, 948 F.2d 1264, 1268, 20 U.S.P.Q.2d 1746, 1749 (Fed. Cir. 1991). “Inherency, however, may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient.” *Id.* at 1269, 20 U.S.P.Q.2d at 1749 (quoting *In re Oelrich*, 666 F.2d 578, 581, 212 U.S.P.Q. 323, 326 (C.C.P.A. 1981)). The Office may not ignore these “critical principles” in examination of applications. *In re Robertson*, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999).

The Office Action also ignores express claim language. The Final Office Action fails to identify any part of Ewald that corresponds to the claimed altered document format “that is associated with a second partner.”

At page 6, second paragraph, the Final Office Action further contends, in responding to Applicants’ prior arguments in prosecution, that “... it is important to point out ‘searches for documents in any format’ paragraph 0042, line 7-8. Which [sic] makes it clear that not all of the users are using the same format.” The contention is immaterial, because the cited part of Ewald fails to show or imply “transforming the processed document from the standard format into an altered document format that is associated with a second partner,” as expressly recited in claim 1. A careful reading of Ewald makes clear that “searches for documents in any format” are possible only because the search query is a search request of the capsule database for capsules, which

contain documents in any format. Ewald provides no mechanism for “transforming the processed document from the standard format into an altered document format that is associated with a second partner,” as claimed

At page 6, third paragraph, the Final Office Action asserts, “... it is important to point out ‘extract from all retrieved capsules’ and ‘forward to second party interface program’ (paragraph 0041).” However, the quotation in the Final Office Action **omits significant language** of Ewald paragraph 0041, which states, in full: “Finally, capsule extractor 64 is configured to extract from all the retrieved capsules the original posted documents which are then forwarded to second party interface program 53.” By omitting Ewald’s description of working with “the original posted documents,” the Final Office Action relies on a mischaracterization of the reference. This is clear error. Plainly, Ewald’s system of forwarding “the original posted documents” to a second party does not anticipate the claimed “sending **the altered document** to the second partner.”

For all these reasons, the rejection of Claim 1 for anticipation should be reversed. By depending directly or indirectly from Claim 1, each of Claims 2-11 recites the features described above that distinguish Claim 1 from Ewald. Therefore, the rejections of Claims 2-11 should be reversed for the same reasons given above for Claim 1.

Claims 23-39 also recite, directly or indirectly by dependence, the features described above that distinguish Claim 1 from Ewald. Claims 23-39 stand rejected based on the same arguments and information provided in the Office Action regarding Claims 1-11. Therefore, the rejections of Claims 23-39 should be reversed for the same reasons given above for Claim 1.

For all these reasons, the rejections of Claim 1-11 and 23-39 should be reversed.

B. Conclusions & Prayer for Relief

For the reasons set forth above, all of the pending claims are in condition for allowance, that the rejections lack the requisite factual basis and legal basis, and that all rejections should be reversed. Applicant-appellant respectfully requests the Board to reverse all rejections of the pending claims.

Respectfully submitted,
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Appendices Required under Rule 41.37 Follow

VIII. CLAIMS APPENDIX

1. A method for exchanging documents in transactions between partners that are joined in an exchange network, the partners communicating with each other via a hub entity, the method comprising:

storing an agreement associated with each document type for each partner that joins the exchange network, wherein each agreement defines one or more rules about the data format in which the respective partner sends and receives documents of the document type;

placing in a file receive location a document from a first partner, the file receive location being password protected such that only a partner that provides a correct identity with any document it sends may place that document at the file receive location; and

performing steps, by the hub entity, including,

retrieving the document from the file receive location,

validating the document against its respective agreement,

transforming the document into a standard document format that is partner system platform neutral and that is a different data format than the format in which the document from the first partner was received,

assigning a key to the document for future references,

processing the document based on the agreement, the process including applying rules of the hub entity and rules of the first partner, and

based on the corresponding agreement, transforming the processed document from the standard format into an altered document format that is associated with a second partner and sending the altered document to the second partner.

2. A method as recited in claim 1, wherein the agreement defines business rules that determine how documents are sent and received as well as their format.

3. A method as recited in claim 1, wherein the key is unique to the document for all future reference points and it is sent along with the document.

4. A method as recited in claim 1, wherein the standard format is a more flexible format accommodating business rules that are common.
5. A method as recited in claim 1, wherein there is a common process for processing the document based on the agreement.
6. A method as recited in claim 1, wherein setting up the agreement for at partner that joins the exchange network involves creating a document-mapping between a partner's native format and the standard format.
7. A method as recited in claim 1, wherein any document-mapping for mapping from a native format to the standard format for any document type of a previously-joined partner that is already present at the hub entity need not be recreated, thereby avoiding document-mapping maintenance each time a net' partner joins the exchange network.
8. A method as recited in claim 1, wherein the mapping to and from the standard format is document-type-specific.
9. A method as recited in claim 1, wherein the document-mapping is created by using a graphical tool in a drag-and-drop fashion.
10. A method as recited in claim 1, wherein once created any document-mapping is stored in a database.
11. A method as recited in claim 1, wherein although the process is similar for each document, the processing result is different for each partner as it is directed by the partner's business rules and policies.

12.-22. (canceled)

23. A method for exchanging documents in a trade of goods transaction between partners that are joined in an exchange network of a hub entity, the partners being part of a supply chain and trading with each other via the hub entity, the method comprising:

 sending purchase order document to a seller via a document exchange at the hub entity;

 acknowledging receipt of the purchase order document to a buyer via the document exchange if the purchase order document includes an indication that acknowledgement is expected;

 wherein each of the documents sent or received via the document exchange is respectively transformed into and/or out of a standard format that is partner and system platform neutral and that is a different data format than the format in which the purchase order document was received and is processed based on an agreement that is partner specific and takes into account rules of the hub entity, wherein each agreement defines one or more rules about the format in which the specific partner sends and receives documents of the document type; and

 wherein the document exchange enables trading partners, including the buyer and seller, to exchange documents without the need to consider each other's native formats.

24. A method as recited in claim 23, wherein the trade of goods transaction is repeatable and scalable.

25. A method as recited in claim 23, wherein the purchase order document is a single purchase order document or multiple purchase order documents within a master document, each of the purchase order documents being individually extracted and placed into a message queue for separate purchase order processing.

26. A method as recited in claim 23, wherein for each document that is sent or received via the document exchange the agreement defines the format of that document, the manner in which it is sent and information about its receive location.
27. A method as recited in claim 26, wherein the information pertains to username, password and server.
28. A method as recited in claim 23, wherein for each purchase order document conveyed via the document exchange, information about the trade of goods transaction including an order status is recorded to an order database where it can be viewed from within a community application.
29. A method as recited in claim 23, further comprising: instantiating an order process including
 waiting for acknowledgement if the acknowledgement is expected, including
 monitoring a message queue in which acknowledgements are placed when received; and
 setting an order status to complete and ending the order process instance if the
 acknowledgment is not expected.
30. A method as recited in claim 29, wherein a timeout defines a wait period associated with the waiting such that when the wait period elapses the instantiated order process initiates a timeout notification and ends the order process instance.
31. A method as recited in claim 30, wherein if the wait period elapses a purchase order indicated in the purchase order document is considered void.

32. A method as recited in claim 23, wherein each of the documents has a place holder indication prompting the document exchange to expect follow-up documents.

33. A method as recited in claim 23, wherein each of the documents passing through the document exchange is placed in a file receive location that is password protected so that access thereto is limited to a properly identified partner.

34. A method as recited in claim 33, wherein each document extracted from its file receive location is validated against its associated agreement before it is mapped into the standard format.

35. A method as recited in claim 25, wherein an order process instantiated in relation to a master document is capable of handling individually each of a plurality of acknowledgments.

36. A method as recited in claim 23, further comprising: detecting any inconsistency between the purchase order document and the acknowledgment; and
providing notification of any detected inconsistency.

37. A method as recited in claim 23, further comprising:
checking the purchase order document and acknowledgement for any inconsistency relative to an inconsistency threshold defined in conjunction with the agreement, the inconsistency threshold triggering an order cancellation process if surpassed.

38. A method as recited in claim 23, further comprising:
if the purchase order document so requires, providing to the buyer via the document exchange one or more of
an advance shipping notice, and

a functional acknowledgement.

39. A method as recited in claim 23, further comprising: providing an invoice to the buyer via the document exchange.

40.-56. (canceled)

IX. EVIDENCE APPENDIX

None.

X. RELATED PROCEEDINGS APPENDIX

None.